

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

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Case No. 12-12020-MG

Chapter 11

Jointly Administered

DIRECT TESTIMONY OF HEATHER A. LAWRENCE

I, Heather A. Lawrence, under penalty of perjury, testify as follows:

Summary of Testimony

1. This declaration is being filed, in part, pursuant to Fed. R. Evid. 803(6) for the purpose of authenticating certain business records of the Debtors, including (a) a commercial deposit agreement executed between WFBNA and the Ally Financial, Inc. (“AFI”), Residential Capital, LLC, and certain Debtor affiliates (the “Debtors”) and non-Debtor affiliates, dated January 3, 2012 (the “Commercial Deposit Agreement”); (b) a letter amendment to the Commercial Deposit Agreement, dated March 19, 2012 (the “Amendment” and together with the Commercial Deposit Agreement, the “Records”).

2. I have personal knowledge of the matters set forth herein. If I were called to testify as a witness in this matter, I would testify competently to the facts set forth herein.

3. I am an Operational Risk Consultant at Wells Fargo Bank, N.A., (“WFBNA”) successor to Wachovia Bank and Wachovia Bank of Delaware. I have been employed by WFBNA from November 3, 1997 to present. I am above 18 years of age. My responsibilities as Operational Risk Consultant includes, among others, working with lenders in the credit resolution group to identify and mitigate risk as it relates to treasury management services, including with respect to depository accounts of the type established pursuant to the Commercial Deposit Agreement.

4. I am a custodian of records for WFBNA and have personal knowledge of how WFBNA’s records are kept.

5. In my job as Operational Risk Consultant, I am familiar with documents like the Records.

The Commercial Deposit Agreement and Amendment

6. I have personal knowledge of the process of preparation of commercial deposit agreements and amendments thereto.

7. Each customer having treasury management services with WFBNA executes agreements in substance similar to the Commercial Deposit Agreement as part of WFBNA's regular business.

8. The Commercial Deposit Agreement was made at or near the time the account was opened by persons with personal knowledge of the account agreement or from information transmitted by persons with personal knowledge.

9. Preparation of amendments to commercial deposit agreements, including the Amendment, were done as a regularly conducted activity of WFBNA on a regular basis. Such amendments are maintained in the records of WFBNA alongside the commercial deposit agreements which they amend.

10. The Amendment was made at or near the date the account agreement was amended by persons with personal knowledge of the Amendment or from information transmitted by persons with personal knowledge.

11. The Commercial Deposit Agreement and Amendment are kept by WFBNA in the course of its regularly conducted business activity.

12. It was the normal and regular practice of WFBNA to execute the Commercial Deposit Agreement and Amendment and record the information governing the terms of the deposit accounts as described above since I began working borrowers' corporate deposit accounts in WFBNA's corporate banking division since approximately August, 2000.

13. It is a regular part of WFBNA's business to make and maintain records of this type.

14. The Commercial Deposit Agreement and Amendment are kept in WFBNA's custody and control as an ordinary part of its business.

15. Hard copies of commercial deposit agreements and amendments thereto, including the Records, are stored in the files of the particular WFBNA account officer having primary responsibility over management the business relationship with the particular deposit accountholder. Hard copies of the Records are kept in San Francisco, California. Electronic versions of the Records are available in my office in Minneapolis, Minnesota.

16. The Commercial Deposit Agreement and Amendment attached as Exhibits A and B, respectively, to this affidavit, which I have reviewed, are true and correct copies.

The Account Balances

17. AFI and certain of its non-debtor affiliates maintained at least one bank account with WFBNA throughout the above-captioned bankruptcy cases until October 25, 2013. As of September 2013, these AFI bank accounts maintained daily balances of approximately \$500,000. Ally Bank maintained at least one bank account with WFBNA throughout the above-captioned bankruptcy cases until October 4, 2012. Average daily balances in the Ally Bank accounts between May 2012 and September 2012 ranged between \$5.1 million and \$5.8 million.

18. True and correct copies of account statements showing such balances of the accounts of AFI and its affiliates can be made available to the court upon request.

Executed this 18th day of November 2013 at Minneapolis, MN


Heather A. Lawrence